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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re:		Chapter 7
DONCO DONEV,		Case No.: 21-07185
	Debtor.	Judge Janet S. Baer

NOTICE OF MOTION OF ASCENTIUM CAPITAL LLC FOR AN ORDER AUTHORIZING THE EXAMINATION AND PRODUCTION OF DOCUMENTS PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2004

PLEASE TAKE NOTICE that on **January 21, 2022 at 11:00 a.m.**, I will appear telephonically before the Honorable Janet S. Baer, or any judge sitting in that judge's place, and present the *Motion of Ascentium Capital LLC for an Order Authorizing the Examination and Production of Documents Pursuant to Federal Rule of Bankruptcy Procedure 2004 (the "Motion"), a copy which is attached.*

This Motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the Objection, you must do the following:

To appear by video, use this link: https://www.zoomgov.com/join. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 160 731 2971 and the passcode is 587656. Additional information can be found on Judge Baer's webpage on the court's website: https://www.ilnb.uscourts.gov/content/judge-janet-s-baer.

If you object to this Motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the Motion will be called on the presentment date. If no Notice of Objection is timely filed, the Court may grant the Motion in advance without a hearing.

Dated: December 15, 2021

/s/ Eugene E. Endress

Eugene E. Endress Hahn Loeser & Parks LLP 200 W. Madison St., Suite 2700 Chicago, IL 60606

Tel: 312-637-3000 eendress@hahnlaw.com

Counsel for Ascentium Capital LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Notice of Motion of Ascentium Capital LLC* for an Order Authorizing the Examination and Production of Documents Pursuant to Federal Rule of Bankruptcy Procedure 2004 was served on this 15th day of December 2021 via the court's Electronic Case Filing System (as to the entitles and individuals listed on the Court's Electronic Mail Notice List, as set forth below), and by transmitting the same to the U.S. Postal Service for transmission via U.S. Mail, postage prepaid (as to the entities and individuals listed on the Court's Manual Notice List, as set forth below).

Electronic Mail Notice List

- Timothy M Hughes thughes@lavellelaw.com, r41234@notify.bestcase.com
- Frank J Kokoszka trustee@k-jlaw.com, fkokoszka@ecf.axosfs.com
- Patrick S Layng USTPRegion11.ES.ECF@usdoj.gov
- Dylan Miller dmiller@darcydevassy.com, smccarthy@darcydevassy.com
- Shannon Noder snoder@kdlegal.com, bhughes@kdlegal.com
- Carole G. Ruzich carole@griffingallagher.com
- Charles R Woolley rwoolley@askounisdarcy.com, zjohannsen@askounisdarcy.com

Manual Notice List

Donco Donev 7921 Knottingham Circle #B Darien, IL 60561

Toyota Motor Credit Corporation 14841 Dallas Parkway, Suite 425 Dallas, TX 75254

Dated: December 15, 2021 /s/ Eugene E. Endress

Eugene E. Endress Hahn Loeser & Parks LLP 200 W. Madison St., Suite 2700 Chicago, IL 60606

Tel: 312-637-3000

Email: eendress@hahnlaw.com

Counsel for Ascentium Capital LLC

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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re: Chapter 7

DONCO DONEV, Case No.: 21-07185

Debtor. Judge Janet S. Baer

MOTION OF ASCENTIUM CAPITAL LLC FOR AN ORDER AUTHORIZING THE EXAMINATION AND PRODUCTION OF DOCUMENTS PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2004

Now comes creditor Ascentium Capital LLC ("Ascentium"), by and through its undersigned counsel, and hereby moves this Court for the entry of an order authorizing the examination of and production of certain documents (defined in **Exhibit A**, attached hereto) by Debtor, Donco Donev ("Debtor") pursuant to, *inter alia*, Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). In support of its motion, Ascentium respectfully states as follows:

JURISDICTION AND VENUE

- 1. The Court has jurisdiction in regard to this matter pursuant to 28 U.S.C. §§ 157 and 1334.
- 2. On June 7, 2021, the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code (the "Petition Date").
- 3. On June 7, 2021, Mardon Trucking, Inc. ("Mardon") filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.
 - 4. The Debtor is the President and sole shareholder of Mardon.
- 5. Frank J. Kokoszka, 19 South LaSalle, Suite 1201, Chicago, IL 60603 has been appointed Chapter 7 Trustee in this case.

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6. Venue is proper in this Court pursuant to 28 U.S.C. § 1409 as the relief requested by this motion constitutes a proceeding arising under and related to the Debtor's Chapter 7 bankruptcy proceeding which is currently pending before this Court.

BACKGROUND

- 7. On or about June 14, 2018, Ascentium, as Secured Party, and Mardon, entered into an Equipment Finance Agreement No. 2287331 (the "First Agreement") for the financing of four (4) 2019 Hyundai Translead Van Trailer vehicles with VINs 3H3V532C6KT073012, 3H3V532C7KT073018, 3H3V532C6KT258032, and 3H3V532C8KT258033. Prior to the Petition Date, Ascentium repossessed and sold three of the vehicles but was unable to locate the vehicle with VIN 3H3V532C6KT258032 (the "First Collateral"). A true and correct copy of the First Agreement is attached hereto as **Exhibit B**.
- 8. The First Collateral is described in detail in the invoice attached hereto as **Exhibit C**.
- 9. Ascentium perfected its first-priority security interest against Mardon and the First Collateral by noting Ascentium as the first lienholder on the Certificate of Title for the First Collateral. A true and correct copy of the Certificate of Title of a Vehicle for the First Collateral is attached hereto as **Exhibit D**.
- 10. To induce Ascentium to enter into the First Agreement, the Debtor executed a personal Guaranty (the "<u>First Guaranty</u>") in which the Debtor guaranteed the full and prompt payment and performance of all of Mardon's obligations under the First Agreement. A true and correct copy of the First Guaranty is located on the face of the First Agreement, attached hereto as **Exhibit B**.

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- 11. Beginning in or around August 2020, Mardon failed to make the monthly payments due under the First Agreement.
 - 12. The Debtor failed to make payments due and owing under the First Guaranty.
- 13. As a result of the payment default, Ascentium is entitled to payment of not less than \$40,380.07, exclusive of prejudgment interest and attorneys' fees and costs pursuant on the First Agreement.
- 14. On or about October 16, 2018, Ascentium, as Secured Party, and Mardon, entered into an Equipment Finance Agreement No. 2319975 (the "Second Agreement") for the financing of three (3) 2014 Freightliner Cascadia vehicles with VINs 1FUJLD53ELFL7616, 1FUJGLD52ELFL7610, and 1FUJGLD52ELFL7669. Prior to the Petition Date, Ascentium repossessed and sold two of the vehicles but was unable to locate 1FUJGLD52ELFL7669 (the "Second Collateral and collectively with the First Collateral, the "Collateral"). A true and correct copy of the Second Agreement is attached hereto as **Exhibit E**.
- 15. The Second Collateral is described in detail in the invoice attached hereto as **Exhibit F**.
- 16. Ascentium perfected its first-priority security interest against Mardon and the Second Collateral by noting Ascentium as the first lienholder on the Certificate of Title of a Vehicle for the Second Collateral. A true and correct copy of the Certificate of Title for the Second Collateral is attached hereto as **Exhibit G**.
- 17. To induce Ascentium to enter into the Second Agreement, the Debtor executed a personal Guaranty (the "Second Guaranty") in which the Debtor guaranteed the full and prompt payment and performance of all of Mardon's obligations under the Second Agreement. A true

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and correct copy of the Second Guaranty is located on the face of the Second Agreement, attached hereto as **Exhibit E**.

- 18. Beginning in or around August 2020, Mardon failed to make the monthly payments due under the Second Agreement.
 - 19. The Debtor failed to make payments due and owing under the Second Guaranty.
- 20. As a result of the payment default, Ascentium is entitled to payment of not less than \$64,644.92, exclusive of prejudgment interest and attorneys' fees and costs pursuant on the Second Agreement.
 - 21. The current location of the Collateral is unknown to Ascentium.
- 22. Upon information and belief, the Debtor, either directly or in his capacity as president and sole shareholder of Mardon, remains in possession of the Collateral or knows or should know of the location of the Collateral.

ARGUMENT

- 23. Prior to the bankruptcy filing, Ascentium was unable to locate the Collateral.
- 24. Ascentium seeks to conduct a Rule 2004 examination of the Debtor. Ascentium seeks discovery of certain information through the production of all documents and communications described in **Exhibit A**, and oral examination of the Debtor, which will hopefully provide information regarding the location and potential sale or disposition of the Collateral.
- 25. Ascentium further seeks leave to conduct discovery of third parties that may have possession and control of the Collateral.
- 26. Rule 2004 of the Federal Rules of Bankruptcy Procedure permits the examination of a debtor to discover "acts, conduct, or property or to the liabilities and financial condition of

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the debtor, or to any matter which may affect the administration of the debtor's estate, or to the debtor's right to a discharge." Fed. R. Bankr. P. 2004(a)(West 2021).

- 27. Here, a Rule 2004 examination of the Debtor is necessary for Ascentium to determine the status and location of the Collateral and any role Debtor played in the disposition of the Collateral.
- 28. Further a Rule 2004 examination of the Debtor may uncover additional avenues for recovery to the benefit of all creditors, including Ascentium.

RESERVATION OF RIGHTS

29. Ascentium reserves the right to amend, supplement, and/or otherwise modify this Motion and the documents, communication, and examination sought by way of this Motion, as necessary or appropriate. Ascentium further reserves the right to seek documents, communications, or information from any and all third parties, and to seek additional documents and information from Debtor.

WHEREFORE, Ascentium Capital LLC respectfully requests that the Court grant an order, substantially in the form of the Proposed Order attached hereto, authorizing the examination and production of documents by the Debtor Donco Donev and third parties with information concerning the Collateral pursuant to Bankruptcy Rule 2004, and for any additional and further relief as the Court deems just and proper.

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Dated: December 15, 2021

/s/ Eugene E. Endress
Eugene E. Endress
Hahn Loeser & Parks LLP
200 W. Madison St., Suite 2700
Chicago, IL 60606
Tel: 312-637-3000
eendress@hahnlaw.com

Counsel for Ascentium Capital LLC

CERTIFICATE OF SERVICE

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Electronic Mail Notice List

- Timothy M Hughes thughes@lavellelaw.com, r41234@notify.bestcase.com
- Frank J Kokoszka trustee@k-jlaw.com, fkokoszka@ecf.axosfs.com
- Patrick S Layng USTPRegion11.ES.ECF@usdoj.gov
- Dylan Miller dmiller@darcydevassy.com, smccarthy@darcydevassy.com
- Shannon Noder snoder@kdlegal.com, bhughes@kdlegal.com
- Carole G. Ruzich carole@griffingallagher.com
- Charles R Woolley rwoolley@askounisdarcy.com, zjohannsen@askounisdarcy.com

Manual Notice List

Donco Donev 7921 Knottingham Circle #B Darien, IL 60561

Toyota Motor Credit Corporation 14841 Dallas Parkway, Suite 425 Dallas, TX 75254

Dated: December 15, 2021 /s/ Eugene E. Endress

Eugene E. Endress Hahn Loeser & Parks LLP 200 W. Madison St., Suite 2700 Chicago, IL 60606

Tel: 312-637-3000

Email: eendress@hahnlaw.com

Counsel for Ascentium Capital LLC

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EXHIBIT A

EXHIBIT A

DEFINITIONS:

- a. The "Motion" means the Motion of Ascentium Capital LLC for an Order Authorizing the Examination and Production of Documents Pursuant to Federal Rule of Bankruptcy Procedure 2004;
- b. "Ascentium" means Ascentium Capital LLC;
- c. "Debtor" means Donco Doney;
- d. "Mardon" means Mardon Trucking Inc.;
- e. "Petition Date" means June 7, 2021;
- f. "First Agreement" means Equipment Finance Agreement No. 2287331 dated on or about June 14, 2018;
- g. "Second Agreement" means Equipment Finance Agreement No. 2319975 dated on or about October 16, 2018;
- h. "First Collateral" shall mean the vehicle with VIN 3H3V532C6KT258032;
- i. "Second Collateral" shall mean the vehicle with VIN 1FUJGLD52ELFL7669;
- j. Except as otherwise noted herein, Ascentium requests the production of all Documents created or modified within the period commencing two years prior to the Petition Date, through the date of the Motion (the "Relevant Period");
- k. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) whether oral, written, or recorded. The term "communication" includes, but is not limited to, all statements, representations, expressions of fact or opinion, correspondence, reports, memoranda, e-mail, telephone conversations, voice mail messages, facsimile transmissions and other transmissions of information, made in any manner whatsoever;
- 1. "Computer" means any programmable machine, including, but not limited to, network servers, desktops, laptops, notebook computers, home computers, mainframes, and smart phones;
- m. "Data" means any distinct piece of information formatted in a special way for reading, storage, or access on a computer;
- n. "Electronically stored information" and "ESI" mean any electronically stored Data on magnetic or optical storage media as an "active" file or files (readily readable by one or more computer applications or forensics software); any electronic files saved as a backup; any "deleted" but recoverable electronic files on said media; any electronic file

fragments (files that have been deleted and partially overwritten with new data); and slack (data fragments stored randomly from random access memory [RAM] on a hard drive during the normal operation of a computer [file slack and/or RAM slack] or residual data left on the hard drive after new data has overwritten some but not all of previously stored data).

- o. "Document" shall have the broadest meaning permitted under the Federal Rules of Civil Procedure to include, without limitation, the original and all copies of written, electronic, printed, recorded, or graphic matter or sound reproduction, however produced or reproduced, of any kind, including, without limitation, the original and all copies of correspondence, letters, telexes, facsimiles, cables, summaries, reports and records of telephone and personal conversations, investigations, meetings, conferences, and interviews, other records, memoranda, notes, reports, studies, analyses, calculations, computer input sheets and printouts, messages (including, without limitation, electronic mail or "email"), minutes, charts, graphs, tapes, discs, data sheets, specifications, schedules, tables, books, account vouchers, bills, statements, purchase orders, journals, ledgers, balance sheets, income and other financial statements, contracts, agreements, orders, and/or other information, communication or records. Different versions of the same document (e.g., copies of a printed document with differing handwritten notations and/or superseded drafts) are different documents within the meaning of the term as used herein;
- p. The term "person" or "persons" means a natural person, firm, proprietorship, association, partnership, corporate entity, joint venture, governmental body, or any other type of organization or entity;
- q. The term "individual" refers to any natural person;
- r. The term "related to" and "relating to" shall mean and include concerning, referring to, regarding, describing, evidencing, or construing;
- s. The term "relative" means any person related to Debtor by blood, marriage, adoption, former marriage, or otherwise;
- t. Each of these definitions shall be fully applicable to each request. Notwithstanding, such definition may, in full or in part, be reiterated in a particular request or a particular request may incorporate supplemental instructions or definitions;
- u. In order to bring within the scope of these requests any and all conceivably relevant matters or documents which might otherwise be construed to be outside the scope;
- v. The singular of each word shall be construed to include its plural and vice versa;
- w. "And" as well as "or" shall be construed both conjunctively as well as disjunctively;
- x. "Each" shall be construed to include "every" and vice versa;
- y. "Any" shall be construed to include "all" and vice versa;

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- z. The present tense shall be construed to include the past tense and vice versa; and
- aa. The masculine shall be construed to include the feminine and vice versa.

DOCUMENTS TO BE PRODUCED:

Bring with you any and all of the following items in your possession, which existed or were generated, prepared, received, or obtained during the Relevant Period, unless otherwise indicated. This Request shall be continuing in nature, and any items not so produced which may subsequently come into existence are further requested.

- 1. All Documents relating to a sale or other disposition of the First Collateral.
- 2. All Documents relating to a sale or other disposition of the Second Collateral.
- 3. All Communications relating to the First Agreement.
- 4. All Communications relating to the Second Agreement.
- 5. All Communications relating to a sale or other disposition of the First Collateral.
- 6. All Communications relating to a sale or other disposition of the Second Collateral.
- 7. All Documents and Communications evidencing the current location of the First Collateral or Second Collateral and/or any other person or entity in possession, custody or control of the First Collateral or Second Collateral.
- 8. All Documents and Communications relating to the possession, custody or control of any proceeds from the sale or other disposition of the First Collateral or Second Collateral.

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EXHIBIT B

2021L009892

FILED DATE: 10/6/2021 4:32 PM

EQUIPMENT FINANCE AGREEMENT

23970 HWY 59 N Kingwood, TX 77339-1535 Lcom

CAPITAL	Agreement No. 220/331	AscentiumCapita	
DEBTOR ("you" or "your"):	ADDRESS	TERM:	
MARDON TRUCKING INC.	6325 JOLIET RD COUNTRYSIDE IL 60525	60	
PAYMENT SCHEDULE: 60 @ \$2,418.53			

COLLATERAL: Items of personal property as generally described herein which Ascentium Capital LLC and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.

Personal Property Description: 2019 HYUNDAI TRANSLEAD VAN TRAILER, 2019 HYUNDAI TRANSLEAD VAN TRAILER, 2019 HYUNDAI TRANSLEAD VAN TRAILER, 2019 HYUNDAI

TRANSLEAD VAN TRAILER, SALES TAX AND FEES

Agreement Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("interim Term") and an initial term ("initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.

Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all

proceeds to secure all of your obligations under this EFA.

Disclaimer of Warrenties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the supplier and your supplier is not our agent nor are we their agent. You will use the Collateral for commercial purposes only and in compliance with law.

Collateral. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair, You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Colleteral.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary. Insurance. During the Term you will maintain insurance we specify on the Collateral, if you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Colleteral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.

General. This EFA shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conviens and waive any right to a jury trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA (whether delivered by facsimile, in in portable document format (PDF) or otherwise) shall be deemed an original for all purposes. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor at its address set forth above or to Lender at 23970 HWW 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice

1 also as labored of	narge.	given to the sender by written notice			
By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to have presented in the personnel of the per					
executing this EFA is aut	horized to do so, making this EFA the valid and binding act of ti	ne Deptor.	1 ()		
Debtor Name:	MARDON TRUCKING INC.	Accepted By:	Ascendum Capital U.C.		
By:	B 7000	Ву:	Dennidora		
Printed Name and Title:	DONCO DONEV, President		Bryan Wheeler, Senior Vice President		

GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to writich you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Guarantor Signature:	8 Olas	Printed Name:	DONCO DONEV
Guarantor Signature:		Printed Name:	Debted horizonalis
to die at all to down the attenue of	H PAYMENTS: Debtor authorizes Lender or Lender's successors ment of all amounts owed by you from time to time under the EFA. thority shall be an event of default under the Agreement. Any inco	This Authorization is to remain	I IU RIBCI GRING FIR LEGICI OI FIR FLV EIG DEPOT ECHOMOGRAP

Bank Name:	First	Murchantx	Bank	Acct Holder Name:	
Account No:		7717		ABA No:	6657
Authorized Signature:	DO AL	1		Printed Name and Title:	



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

That the undersigned MARDON TRUCKING INC. being the buyer, seller, registered owner, legal owner or owner of the following described vehicle:

Manufacturer:	HYUNDAI TRANSLEAD	
Model:	VI2530152-AJS	
Model Year:	2019	
Type:	TITL - Over The Road (CL8) Long Hau	1
VIN or Serial Number:	3H3V532C6KT073012	
with full power of substitution, to sign in the related to the titling, registration or finance including, without limitation, executing velor other jurisdiction where the Vehicle is lead confirms the actions of the said Attornation.	he name place and stead of the undersigned cing of the above-described vehicle ("Vehicl nicle titles and applications for registration iss	and assigns, the undersigned's true and lawful attorney-in-fact dany document and take any action, in either case in any was le") as the said Attorney shall in its sole discretion determined sued by or relating to the Division of Motor Vehicles of the state the registration of the Vehicle. The undersigned hereby ratified the day of
(Date of birth)		(Drivers license number)
Subscribed and swom to before me this	14 on day of Hun , 20 Po	Jahney Min
······		(Notary Public)

OFFICIAL SEAL
BOGUMILA I SHTILTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/29/18
Affix holary sear below

Notary Public of the State of:_

My Commission Expires: _

9/29



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

I, MARDON TRUCKING INC., hereby name and appoint (Name of Purchaser)

An Agent of Decision Dynamics, Inc. and/or Wolters Kluwer Lien Solutions to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the virtue hereof.

2021L009892

FILED DATE: 10/6/2021 4:32 PM

Vehicle Year: 2019

Vehicle Make: HYUNDAI TRANSLEAD

Vehicle Identification Number: 3H3V532C6KT073012

DONCO DONEV (Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

(Seal)

OFFICIAL SEAL **BOGUMILA I SHTILTZ** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/29/18

THIS FORM IS INVALID WITHOUT NOTARIZATION



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

KNOW ALL MEN BY THESE PRESENTS That the undersigned MARDON TRUCKIT		seller, registered or	wner, legal owner or owner o	of the following described vehicle:
Manufacturer:	HYUNDAI TRANSI	LEAD		
Model:	VI2530152-AJS			
Model Year:	2019			
Type:	TITL - Over The Ro	oad (CL8) Local Hai	ال	
VIN or Serial Number:	3H3V532C7KT073	018		
does hereby irrevocably constitute and ap with full power of substitution, to sign in the related to the titling, registration or finant including, without limitation, executing velor other jurisdiction where the Vehicle is and confirms the actions of the said Attor IN WITNESS WHEREOF, the undersigned	the name place and stead cing of the above-descril hicle titles and application titled and/or registered to mey taken pursuant to this	d of the undersigned bed vehicle ("Vehic his for registration is transfer title to or the s Power of Attorney	d any document and take ar le") as the said Attorney sh sued by or relating to the Div he registration of the Vehicle	ny action, in either case in any way all in its sole discretion determine vision of Motor Vehicles of the state
03-21-73 (Date of birth)			(Drivers	icense numoer)
Subscribed and sworn to before me this	14h day of June	, 2018	Rojean SM	12
MY COMMISSION EXPIRES:09/29/18	Notary Public of the State	of: (C	(Notary Public)	
(Affix notary seal below)		· ·		





LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

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virtue hereof.

2021L009892

FILED DATE: 10/6/2021 4:32 PM

Vehicle Year: 2019

Vehicle Make: HYUNDAI TRANSLEAD

Vehicle Identification Number: 3H3V532C7KT073018

DONCO DONEV Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

(Seal

OFFICIAL SEAL BOGUMILA I SHTILTZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/29/18

(Signature

THIS FORM IS INVALID WITHOUT NOTARIZATION



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

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KNOW	ALL	MEN	BY THESE	PRESENTS:
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That the undersigned MARDON TRUCKING INC. being the buyer, seller, registered owner, legal owner or owner of the following described vehicle:

Manufacturer:	HUNDAI TRANSLEAD				
Model:	VC253052-AJS				
Model Year:	2019				
Type:	TITL - Over The Road (C	CL8) Local Hau		1	
VIN or Serial Number:	3H3V532C6KT258032			_	
does hereby irrevocably constitute and ap with full power of substitution, to sign in the related to the titling, registration or finan- including, without limitation, executing vel- or other jurisdiction where the Vehicle is that and confirms the actions of the said Atton IN WITNESS WHEREOF, the undersigned	he name place and stead of the cing of the above-described volicle titles and applications for titled and/or registered to transpey taken pursuant to this Pow	ne undersigned ehicle ("Vehicle registration isso afer title to or the rer of Attorney.	any document and to b") as the said Attornated by or relating to the e registration of the N	ake any action, in eith ney shall in its sole dis the Division of Motor V	er case in any way scretion determine ehicles of the state
IN WITHESS WHEREOF, the undersigne	Sign	ned: ited Name:	DONEO DONEV President		
03-21-173 (Date of birth)			(U	Privers license numbe	er)
Subscribed and sworn to before me this	day of June day of Pune	20,8	(Notar) Public)	Sun	
MY COMMISSION EXPIRES:09/29/18	iotaly rubik of the state of	610-	1, 7		
	ly Commission Expires:	9/29	18		
(Affix notary seal below)					



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 Ascentium Capital.com

Agreement No. 2287331

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With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the

virtue hereof.

Vehicle Year: 2019

Vehicle Make: HUNDAI TRANSLEAD

Vehicle Identification Number: 3H3V532C6KT258032

(Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

(Signature

OFFICIAL SEAL **BOGUMILA I SHTILTZ** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/29/18

THIS FORM IS INVALID WITHOUT NOTARIZATION

HYUNDAI TRANSLEAD



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2287331

KNOW AL	L MEN	BY	THESE	PRESENTS:
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Manufacturer:

That the undersigned MARDON TRUCKING INC. being the buyer, seller, registered owner, legal owner or owner of the following described vehicle:

Model:	VC2530152-AJS				
Model Year:	2019			_	
Type:	TITL - Over The Ro	oad (CL8) Local Ha	aul		
VIN or Serial Number:	3H3V532C8KT258	033			
does hereby irrevocably constitute and ap with full power of substitution, to sign in the elated to the titling, registration or finance including, without limitation, executing vel- for other jurisdiction where the Vehicle is the and confirms the actions of the sald Attorn IN WITNESS WHEREOF, the undersigne	he name place and stead cing of the above-descrit nicle titles and application titled and/or registered to	d of the undersigned bed vehicle ("Vehi- ns for registration is transfer title to or	ed any document an cle") as the said Att ssued by or relating the the registration of the	nd take any action, in a torney shall in its sole to the Division of Moto he Vehicle. The unde	either case in any way e discretion determine, or Vehicles of the state
WWINESS WIEREOF, the tildelagie	u does notaby set the un	Signed: Printed Name: Title:	DONOO DONE President)	
(Date of birth)				(Drivers license nui	mper)
Subscribed and sworn to before me this _ OFFICIAL SEAL BOGUMILA I SHTILTZ NOTARY PUBLIC - STATE OF ILLINOIS	day of Yuu	1/	Postally (Notary Public)	Slin	
MY COMMISSION EXPIRES:09/29/18	ly Commission Evnirus	91291	18		

(Affix notary seal below)



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 Ascentium Capital.com

Agreement No. 2287331

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With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the

virtue hereof.

FILED DATE: 10/6/2021 4:32 PM 2021L009892

Vehicle Year: 2019

Vehicle Make: HYUNDAI TRANSLEAD

Vehicle Identification Number: 3H3V532C8KT258033

(Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

(Signature of Notary)

(Seal

OFFICIAL SEAL **BOGUMILA I SHTILTZ** NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:09/29/18

THIS FORM IS INVALID WITHOUT NOTARIZATION



AMENDMENT AND MODIFICATION OF PAYMENT TERMS Agreement No. 2287331

This AMENDMENT AND MODIFICATION OF PAYMENT TERMS ("Modification"), between Ascentium Capital LLC, having offices located at 23970 U.S. Highway 59 North, Kingwood, TX 77339 ("Creditor"), and Mardon Trucking Inc., having offices located at 6325 JOLIET RD STE 200, COUNTRYSIDE, IL 605253991 ("Debtor").

WHEREAS, the Creditor and Debtor are parties to a certain Agreement ("Agreement") as referenced above; and WHEREAS, the Agreement provided for, among other things, terms of payment for the equipment which was the subject of the Agreement: and

WHEREAS, the parties desire to amend the terms of payment under the Agreement, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, the parties agree as follows:

- 1. Amendment of Payment Terms. The payment terms in the Agreement are hereby amended as set forth herein (sales and/or other taxes shall be added to each payment if applicable):
 - Beginning 4/10/10, 3 payments of \$19.00
 - Beginning 7/10/20, 39 payments of \$2,418.53, due on or before the due date each month;
- 2. Effect of Amendment. Except as specifically modified herein, all of the terms, provisions and conditions of the Agreement remain and continue in full force and effect. In the event that this Modification is not strictly adhered to, Creditor reserves the right to revoke this Modification, in which event all payments under the Agreement will be due as originally scheduled. You agree that a facsimile copy of this Modification as executed by you shall be deemed the equivalent of an originally executed copy for all purposes.

IN WITNESS WHEREOF, the parties have set their hands hereto the day and year first above-written.

Debtor Name:	Mardon Trucking Inc.	Accepted By:	Ascentium Capital LLC	
By: ⊠	Oh	Ву:	72	
Printed Name:	Ponco Doniv	Printed Name:	Dan Bocash	
Title:	PRESIDENT	Title:	SVP-Client Relations	

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EXHIBIT C



INVOICE

BILL TO:

Mardon Trucking Inc

6325 Jollet Rd, Suite 200 Countryside, IL 60525

SHIP TO:

Hyundai Translead

545 E. South Frontage Road Bolingbrook, IL 60440

P.O. NO.	DATE INVOICED	INVOICE NO.	TERMS OF PAYMENT	DUE DATE
HT Stock	6/12/2018	KT13075-J	Wire/Check	7/3/2018
QUANTITY	DESCRI	PTION	UNIT PRICE	TOTAL PRICE
2	Material # 30013075 53' HT HyCube V/H 53SW Q019771 HT Sto Tire: 295/75R22.5 Hankook		Unit Price: \$24,582.36 FET: \$2,747.64 Deliv. I: \$150.00 Deliv. II: \$250.00 Grand Total: \$27,730.00	\$ \$5,495,29 \$300.00 \$500.00
	*Ali Payments made directly to Hyundai, should be sent to the attention of A/R Dept. & include invoice # when making payments. ****For all wire transfers: Beneficiary Name: Hyundai Translead Bank Name: Bank Of America A/C No.: A/C		<u>VIN:</u> 3H3V532C6KT073012 3H3V532C7KT073018	
	Overnight: Bank of America Lo Lockbox 409472 6000 Feldwood Road	ckbox Services	Make: Hyundal Translead Model: 2019 HT HyCube	
	College Park, GA 3034	19	The Customer agrees to purchase the abord Translead at the prices set forth herein. The agree that this invoice shall be completed available, and the customer will take posse 21 days of delivery to Hyundai Translead.	e parties understand and with full VIN numbers once
х.	James a. Iu	def	x of	
11	James Tratnik - GM, Hyund	ini Transland	Donco Donev - President, Mi	ardon Trucking Inc



INVOICE

BILL TO:

Mardon Trucking Inc 6325 Joliet Rd, Suite 200 Countryside, IL 60525 SHIP TO:

Hyundal Translead

545 E. South Frontage Road Bolingbrook, IL 60440

P.O. NO.	DATE INVOICED	INVOICE NO.	TERMS OF PAYMENT	DUE DATE		
HT Stock	6/12/2018	KT13283-Q	Wira/Check	7/3/2018		
QUANTITY	DESCRI		UNIT PRICE	TOTAL PRICE		
2	Material # 30013283 53' HT Composite V/H 53SW Q020282 HT Str Tire: 295/75R22.5 Hankook		Unit Price: \$23,792.18 FET: \$2,652.82 Deliv. I: \$150.00 Deliv, II: \$250.00	\$47,584.36 \$5,305.64 \$300.00 \$500.00		
		Invoice Amount:	Grand Total: \$26,845.00	\$53,690.00		
	*All Payments made directly to Hyundal, should be sent to the attention of A/R Dept. & include invoice # when making payments. ****For all wire transfers: Beneficiary Name: Hyundal Translead Bank Name: Bank Of America A/C No.: 308 ABA No.: 93(Wires) 358(ACH) Address: 100 West 33rd Street New York, NY 10001		VIN: 3H3V532C8KT258032 3H3V532C8KT258033			
	Overlight: Bank of America Lo	ockbox Services	Make: Hyundai Translead Model: 2019 HT Composite			
	Lockbox 409472 6000 Feldwood Road College Park, GA 30349		The Customer agrees to purchase the above equipment from Hydranslead ("Seller") at the prices set forth herein and on the terms conditions stated in the Master Purchase Agreement ("Agreement parties hereby reaffirm all terms and conditions of the Agreement to the extent, if any, modified hereby. The parties understand and that this invoice shall be attached to the Agreement and incorporate Agreement by reference.			
х.	James a. In	whole	x. ohr			
۸.	James Tratnik - GM, Hyun	dal Transiesd	Donco Doney - President, Man	rdon Trucking Inc		

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EXHIBIT D

Document Page 31 of 52

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO

MAKE HYUNDAI TRURS 2019

HT COMPOSITE

BODY STYLE TRAILER

TITLE NO. 18193693889

3H3V532C6KT258032 3H3V532C6KT258032

ODOMETER

MOBILE HOME SQ. FT

PURCHASED 06/19/18

TYPETITLE

DATE ISSUED 07/12/18

FILED DATE: 10/6/2021 4:32 PM

CCM

NEW

ORIGINAL

MAILING ADDRESS

ASCENTIUM CAPITAL LLC 23970 HIGHWAY 59 N KINGWOOD TX 77339-1535 MILEAGE NOT REQUIRED

LEGEND(S)

2287331

OWNER(S) NAME AND ADDRESS MARDON TRUCKING INC 6325 JOLIET RD COUNTRYSIDE IL 60525

FIRST LIENHOLDER NAME AND ADDRESS ASCENTIUM CAPITAL LLC 23970 HIGHWAY 59 N KINGWOOD TX 77339-1535

SECOND LIENHOLDER NAME AND ADDRESS



and the vehicle described in this	RELEASE OF LIEN Certificate does hereby state that the I	lien is released and	discharged.
THE PART OF THE PA			The second of the second

Signature of Authorized Agent

Firm Name

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State. Secured Party:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines end/or imprisonment.

ASSIGNMENT OF TITLE

transferred to the following printed name and address: The undersigned hereby cartifies that the vehicle described in this title ha

I cardity to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY. ODOMETER HEADING Signature(s) of Seller(s)

"If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its feirmericat value unless this document is accompanied by a salvage application

Printed Name(s) of Seller(s).
I are aware of the above adometer certification made by seller.

Signature(s) of Buyer(s). Printed Name

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

Q2747863



Desse White JESSE WHITE, Secretary of State

DATE OF SALE

	B aroman	and Stoal (of all liens, except as noted, and has be-	e or providing a false statement ma	y result in tines shalls
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		acuetadeut		Printeri No.	
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EXHIBIT E

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EQUIPMENT FINANCE AGREEMENT No. 2319975

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

TERM: DEBTOR: **ADDRESS** 48 6325 JOLIET RD COUNTRYSIDE, IL 60525 MARDON TRUCKING INC.

PAYMENT SCHEDULE: 48 @ \$2,347.89

FILED DATE: 10/6/2021 4:32 PM 2021L009892

COLLATERAL: Items of personal property as generally described herein which Ascentium Capital LLC ("Secured Party") and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request. Personal Property Description; 2014 FREIGHTLINER CASCADIA, 2014 FREIGHTLINER CASCADIA, 2014 FREIGHTLINER CASCADIA, FEES

- 1. Definitions: The words 'you" and 'your' refer to the DEBTOR, its successors and permitted assigns, as shown above. The words 'we", "us" and "our" refer to the SECURED PARTY, its successors and assigns.
- 2. Acceptance; Representations & Warranties: We agree to lend to you, and you agree to borrow from us, an amount for the financing of the Collateral. This Equipment Finance Agreement (this 'Agreement') has an interim term ("Initial Term") and an initial term ("Initial Term"). The foregoing, collectively, the "Term". The Interim Term starts on the date of the funding of the loan evidenced by this Agreement. The Initial Term starts on the billing date specified by us in our sole discretion (the "Commencement Date"). We shall have no obligations under this Agreement whatsoever until we accept and sign this Agreement at our office and the satisfaction in our sole discretion of all conditions we may specify including our receipt of all documents we specify. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. If you are an entity, the person executing this Agreement on your behalf represents to us that they are authorized to do so, making this Agreement the valid and binding act of the entity.
- 3. Security Interest: You hereby grant to us a security interest under the Uniform Commercial Code ("UCC") in the Collateral and all accessories and additions thereto and replacements thereof and all proceeds and products of the foregoing. Such security interest is granted to secure payment and performance by you of your obligations hereunder. All amounts received from you under this Agreement shall be applied towards your obligations to us as we determine.
- 4. Payments: You promise to pay us the number of payments shown above, each in the amount shown above, commencing on the Commencement Date and continuing on the same day of each month thereafter during the Initial Term (each a "Payment", and each day a Payment is due hereunder a "Payment Date"), without need of an invoice, together with all other amounts due from time to time by you hereunder. The total initial payment shall be paid upon your execution of this Agreement. If the contemplated transaction is not consummated, the total initial payment may be retained by us as partial compensation for costs and expenses incurred by us in preparation for the transaction. The amount of each Payment is based upon the total estimated cost of the Collaboral, or the portion thereof being purchased with the proceeds of the loan evidenced hereby, you have provided to us and which is set forth above. If the final cost of the Collateral (or the portion being purchased) we pay the supplier is higher or lower than that estimate, we will adjust the amount of each Payment proportionately higher or lower than the Payment amount specified above. You also agree to pay, when invoiced, an amount equal to 1/30th of the Payment amount for each day from and including the date we fund the loan evidenced by this Agreement, to but excluding the first Payment Date. Following the first Payment Date, the Term shall continue without interruption for the number of months indicated above. YOUR OBLIGATION TO MAKE PAYMENTS AND PAY OTHER AMOUNTS DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THIS IS A NON-CANCELABLE AGREEMENT: THIS AGREEMENT. THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE WHICH IS MADE PART HEREOF AND WHICH DEBTOR AND SECURED PARTY ACKNOWLEDGE THEY HAVE READ AND ACCEPTED.
- 5. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF SECURED PARTY AND NEITHER THE SUPPLIER NOR ANY OTHER PARTY IS SECURED PARTY'S AGENT. DEBTOR ACKNOWLEDGES AND AGREES: (A) SECURED PARTY MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE; (B) DEBTOR ACCEPTS THE COLLATERAL "AS IS" AND WITH ALL FAULTS; (C) DEBTOR AGREES THAT THE COLLATERAL WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES; (D) IF THE COLLATERAL IS UNSATISFACTORY FOR ANY REASON DEBTOR'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE COLLATERAL AND NOT AGAINST SECURED PARTY; (E) DEBTOR SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST SECURED PARTY, ALL OF THE SAME BEING DISCLAIMED AND WAIVED; AND (F) NO DEFECT, DAMAGE OR UNFITNESS OF THE COLLATERAL SHALL RELIEVE DEBTOR OF THE OBLIGATION TO MAKE PAYMENTS OR RELIEVE DEBTOR OF ANY OTHER OBLIGATION
- 6. Location; Maintenance; Installation; Insurance: You agree to maintain records showing the location of each item of Collaboral. You shall report each location to us upon our request and shall not change the location of the Collateral without our advance written consent. You are responsible for installing and keeping the Collateral in good working order. You shall not make any attentions, additions or improvements to the Collateral which detracts from its economic value or functional utility. If the Collateral is damaged or lost, you agree to continue making scheduled Payments unless we have received the Casualty Value pursuant to Section 11. You agree to keep the Collateral insured against loss during the Term and to have us named as loss payee n such coverage amounts as we may specify from time to time, from anyone who is acceptable to us. You agree to provide us with a certificate of insurance acceptable to us upon our request and if at any time you fail to deliver to us a valid certificate of insurance reflecting such insurance as being in effect, then we will have the right, but no obligation, to have such insurance protecting us placed for the Term at your expense; and if so placed, we will add to the Payments and you will pay us our costs of obtaining such insurance and any customary charges or fees of ours.
- 7. Taxes and Fees; Indemnification: You agree to pay when due and to indemnify and hold us harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Collateral or to this Agreement now or hereafter imposed, levied or assessed by any taxing authority. We may in our sole discretion, elect to pay any such Taxes directly to a taxing authority and if so you agree to relmburse us on our demand for any such Taxes paid on your behalf together with any filing or processing fee charged by us. If any taxing authority requires any Taxes to be paid in advance, and we pay such Taxes, we may increase the cost of the Collateral we are financing by such amount as described in Section 4 above thereby increasing the amount of each Payment to reflect the payment of such Taxes. You also agree to pay us and reimburse us for all costs and expenses in documenting and servicing this Agreement. You agree to indemnify and hold us harmless from any suits, claims, losses or damages we suffer in any way relating to the use or ownership of the Collateral. Your obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement. You agree to pay us fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search we deem necessary. You agree that all such fees and any insurance we obtain pursuant to the last sentence of Section 6 may not only cover our costs they may also include a profit.
- 8. Personal Property: The Collateral will be and shall remain personal property and, if requested by us, you will obtain real property waivers satisfactory to us. You shall keep the Collateral free from any and all liens and encumbrances other than those in our favor. You shall give us immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Collateral. You hereby irrevocably authorize us and appoint us as your attorney-in-fact with the power to execute and to file this Agreement and any financing statement(s) or security agreement(s) with respect to the Collateral. If your signature on any financing statement or similar document is required by law, you shall execute such supplemental instruments and financing statements we deem to be necessary and advisable and shall otherwise cooperate to defend and perfect our interest in the Collateral by filing or otherwise. You also agree to pay us on demand filing and registration fees prescribed by the UCC or other law. Any Collateral that is subject to title or registration laws shall be titled and registered as directed by us.
- 9. Default; Remedies; Late Charges: If any one of the following events occur with respect to you or any Guarantor, you will be in default: (i) you fail to pay any Payment or other amount due under this Agreement, when due, (ii) you breach or fail to perform any of your other covenants and promises under this Agreement, (iii) you become insolvent, any action under the United States Bankruptcy Code is filed by or against you, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due, or if you terminate your entity existence or take any actions regarding the cessation or winding up of your business affairs. If you are in default, at our election, we can accelerate and require that you pay, as reasonable liquidated damages for loss of bargain, the "Accelerated Balance". The Accelerated Balance will be equal to the total of: (i) accrued and unpaid amounts then due under this Agreement, and (ii) the remaining Payments discounted to their then present value at 3% per annum. We can also pursue any of the remedies available to us under the UCC or any other law. In the event we seek to take possession of any part of the Collateral, you irrevocably waive to the fullest extent permitted by law any bonds, surety or security required by statute, court rule or otherwise as an incident of such possession. You agree to pay our reasonable attorneys' fees and actual costs incurred by us in enforcing our rights hereunder including repossession, storage, refurbishment and sale of the Collateral and collection costs, and all non-sufficient funds charges and similar charges. If any part of a payment is late, you agree to pay us upon our demand the following, or if less, the maximum amount allowed under applicable law: (x) a late charge equal to the greater of 10% of the payment or \$25.00, (y) a charge of \$30.00 for each check returned for any reason or if any ACH debit charge is not honored and (z) if we have had to perform collection activities in connection with such late payment, our specified collection charges then in effect. The foregoing will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late payment.

10. Assignment; Inspection: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, LEASE OR ENCUMBER THE COLLATERAL OR THIS AGREEMENT. We may sell, transfer, assign or encumber this Agreement, in whole or in part, without notice to you or your consent. You agree that if we sell, transfer, assign or encumber this Agreement, the assignee will have the rights and benefits that we assign to the assignee and will not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. We and our agents and representatives shall have the right at any time during regular business hours to inspect the Collateral and for that purpose to have access to the location of the Collateral

11. Risk of Loss: You assume and shall bear the entire risk of loss, theft, damage and destruction of the Collateral from any cause whatsoever, and no loss, theft, damage or destruction of the Collateral shall relieve you of the obligation to make Payments or any other obligation under this Agreement. You shall promptly notify us in writing of such loss, theft, damage or destruction. If damage of any kind occurs to any item of Collateral, you, at our option, shall at your expense (a) place the Collateral in good repair, condition or working order, or (b) if the Collateral cannot be repaired or is lost, stolen or suffers a constructive loss under an insurance policy covering the Collateral, pay to us the "Casualty Value." The Casualty Value will be equal to the total of (i) accrued and unpaid amounts then due and

owing, and (ii) the remaining Payments discounted to present value at 3%, in both cases as of the date the Casualty Value is received by us.

12. Choice of Law; Waiver of Jury Trial: Subject to the following sentence, this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California. If any amount contracted (or, charged or received in connection with this Agreement constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted, under California law (the "Subject Amount"), then (i) if the law of state in which Debtor resides (as Indicated in Debtor's address above; the "Debtor's State") would permit the lawful contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the law of Debtor's State shall govern as to the contracting for, charging and receipt of such interest or regulated time-price differential and (ii) if clause (i) preceding is not applicable, Secured Party shall make any necessary adjustments so as to eliminate such excess. Debtor agrees to provide Secured Party advance written notice and an opportunity to cure pursuant to the preceding sentence any contract, charge or receipt claimed by Debtor to be unlawful; and Secured Party may calculate maximum lawful amounts by amortizing, prorating, allocating reallocating, discounting, treating months as equal intervals, and spreading in each case to the fullest extent permitted by applicable law. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action or proceeding relating to this Agreement, YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING, AND YOU WAIVE ANY RIGHT TO ASSERT THIS IS AN INCONVENIENT FORUM.

13. Miscellaneous: During the Term, you agree to provide us with all financial statements and copies of tax returns we may request. If we supply you with labels, you shall label any and all Collateral and shall keep the same affixed in a prominent place. If any provision hereof or any remedy herein provided is found to be invalid under any applicable law, the remaining provisions hereof, shall be given effect in accordance with the manifest intent hereof. The parties agree that each Payment includes interest. You agree that a waiver of breach will not be a waiver of any other subsequent breach, and that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. Section headings are for convenience and are not a part of this Agreement. You agree that by providing us with an email address or telephone number for a cellular or other wireless device, you expressly consent to receiving communications including email, voice and text messages from us or our affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such communications rogardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. You agree that the original of this Agreement may be electronically duplicated and a copy hereof may be introduced in lieu of the original thereof and without further foundation. The parties hereto expressly waive the secondary evidence rule. You agree that this Agreement will be binding upon your successors, permitted assigns, heirs and legal representatives. You authorize us to complete any blank in this instrument or in any document executed or delivered in connection herewith that contemplates a date by inserting a date deemed appropriate by us. Time is of the essence with respect to your obligations hereunder. No term or provision of this Agreement may be amended, altered, waived or discharged except by a written instrument signed by both parties to this Agreement. Any formal notice given pursuant to this Agreement shall be deemed given 2 business days after being placed with the U.S. Postal Service, postage prepaid, addressed to the Debtor at its address set forth above, or to Secured Party at 23970 Hwy 59 N, Kingwood, TX 77339-1535, or such other address as a party may designate by written notice to the other. If Debtor constitutes more than one person, you agree that the liability of each such person hereunder is joint and several. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. You may not prepay this Agreement without our prior written consent. A facsimile or other copy of this Agreement, as executed. shall be deemed the equivalent of the originally executed copy for all purposes. All amounts payable bereunder by you if not paid when due shall accrue interest at a rate of interest of 1.5% per month or the highest rate allowed by applicable law if less, from the due date thereof until received by us in cash and shall be payable on demand. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument. You agree this Agreement may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other

By signing below Debtor hereby irrevocably accepts the Collateral under this Agreement and irrevocably authorizes Secured Party to pay the supplier on behalf of the Debtos. The person executing this Agreement is authorized to do so, making this Agreement the valid and binding act of the Debtor.

Debtor Name:	MARDON TRUCKING INC.	Accepted By:	Ascertium expitat LC	11
By:	B 7/13	By:	Bruan S. Wheeler	The second second
Printed Name and Title:	DONCO DONEV, President	Printed Name and Title:	Bryan Wastin Sebioce President	

GUARANTY: The undersigned ("you", your", jointly and severally if more than one) unconditionally guarantees to Secured Party and its assigns the prompt payment and performance when due of all of the obligations of the Debtor under the Agreement and all related documents executed by the Debtor in connection with it (collectively with the Agreement, the "Agreements"). We shall not be obligated to proceed against the Debtor, the property being financed under the Agreements or enforce any other remedy before proceeding against you to enforce this Guaranty. Notwithstanding any changes made to the Agreements in the course of our dealings with the Debtor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Debtor. You waive all presentments, demand for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay us all the expenses incurred by us in enforcing this Guaranty. You may not assign this Guaranty without our written consent. This Guaranty shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action to enforce this Guaranty and you waive any right to assert this is an inconvenient forum. You consent to us conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument.

Guarantor Signature:	180	Milo	Printed Name:	DONCO DONEV
Guarantor Signature:			Printed Name:	
				matically initiate and make debit entry charges to Debtor's bank account ain in effect during the Term of the Agreement and Debtor acknowledges
that a revocation of this author	ority shall	be an event of default under the Agree	ement. Any incorrect charge will be corrected upon no	olification to us, by either a credit or debit to Debtor's account.

Bank Name;	FIRST MERCHANTS	BANK Account Holder Name:	DONCO DONEV	
Account No:	7717	ABA No.;	0657	
Authorized Signature:	10 New	Printed Name and Title:	DONCO DONEV	PRESIDENT



AUTHORIZATION TO PERFORM VERBAL VERIFICATION

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 Ascentium Capital.com

Agreement No. 2319975

The undersigned hereby authorizes Ascentium Capital LLC to perform a verbal verification accepting the terms and conditions of the above-referenced Agreement and confirming the identification and condition of the Collateral or Equipment subject thereto.

The undersigned agrees that a facsimile or other image of this Authorization to Perform Verbal Verification, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

Person(s) Authorized to Provide Verbal Verification:

Name: M	ARJAN MITENSKI	Title:	MA	NAGER	_ Phone:	312	730	0455
Name:	weether the second	Title:			_ Phone:			
Name:		Title:			_ Phone	-		
CUSTOMER: MA	ARDON TRUCKING INC.							
Signature:	Dup			2 Hollow polytope sy a 1 - 14	_			
Printed Name:	DONCO DONEV				_			
Title:	President		Date: _	10-17-18				

FREIGHTLINER CASCADIA CA125SLP

2014



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

KNOW ALI	MEN	BY THESE	PRESENTS:
----------	-----	----------	-----------

Manufacturer:

Model: Model Year:

That the undersigned MARDON TRUCKING IN	being the buver	seller, registered of	wner, legal owner or	owner of the	following	described v	ehicle
---	-----------------	-----------------------	----------------------	--------------	-----------	-------------	--------

Type:	TITL - Over The Road (CL8) Local Hau	ıl
VIN or Serial Number:	1FUJGLD52ELFL7669	
with full power of substitution, to sign in the to the titling, registration or financing of the limitation, executing vehicle titles and app where the Vehicle is titled and/or registere of the said Attorney taken pursuant to this	e name place and stead of the undersigned a above-described vehicle ("Vehicle") as the s lications for registration issued by or relating d to transfer title to or the registration of the	is and assigns, the undersigned's true and lawful attorney-in-fact, my document and take any action, in either case in any way related aid Attorney shall in its sole discretion determine, including, without to the Division of Motor Vehicles of the state or other jurisdiction Vehicle. The undersigned hereby ratifies and confirms the actions is 17 day of OCTOBER, 2018
	Signed: Printed Name: Title:	DONCO DONEV President
3-21-1973 (Date of birth)		(Drivers license number)
(nate of pluth)		(Dilivera mocuse maniner)

Sworn to (or affirmed) and subscribed before me this

(Seal)

"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Hinois My Commission Expires February 05, 2019

THIS FORM IS INVALID WITHOUT NOTARIZATION



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

 MARDON TRUCKING INC., hereby name and appoint (Name of Purchaser)

An Agent of <u>Ascentium Capital LLC</u>, <u>Decision Dynamics</u>, <u>Inc. and/or Precision Auto Title Service</u> to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the virtue hereof.

Vehicle Year: 2014

(Seal)

Vehicle Make: FREIGHTLINER

Vehicle Identification Number: 1FUJGLD52ELFL7669

DONCO DONEV (Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

"OFFICIAL SEAL"
KENT D KELLER

Notary Public - State of Illinois
My Commission Expires February 05, 2019

(Signature of Notary)

THIS FORM IS INVALID WITHOUT NOTARIZATION

VEHICLE OWNER:

OWNER NAME: MARDON TRUCKING INC.

OWNER ADDRESS: 6325 JOLIET RD, COUNTRYSIDE, IL 60525

POWER OF ATTORNEY GRANTED TO:

Full Legal Name: Decision Dynamics, Inc. and its respective employees (Linda Aulds, Joyella Bechtelheimer, Katie Colwell, Phillip Davis, Danielle Hutson, Eugenia Laymon, Sharon Owen, Kristin Patterson, Angie Shumpert, Glenda Smith, Tammy Webster)

Address: 1324 N. Lake Drive, Lexington, SC 29072

VEHICLE INFORMATION

VEHICLE MAKE: FREIGHTLINER **BODY TYPE:** CASCADIA CA125SLP

MODEL YEAR: 2014

VIN #: 1FUJGLD52ELFL7669

I/We, being the owner(s) of the motor vehicle described above, by these presents do make, constitute, and appoint the person named above true and lawful attorney-in-fact to sign in my/our name, place, and stead any Certificate of Title, or other supporting papers. covering said motor vehicle, in whatever manner necessary to register and/or transfer ownership of said motor vehicle; and I/we do hereby grant unto said attorney-in fact full authority and power to do and perform any and all other acts necessary or incidents to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution. I/We further certify and affirm that, to the best of our knowledge, all information presented in this form is true and correct, that, to the best of our knowledge, any documents I/we have presented to DMV are genuine, and that, to the best of our knowledge, the information included in all supporting documentation is true and accurate.

OWNER SIGNATURE: DÖNCO DONE	EV .	DATE:	10-17-18
Sworn to (or affirmed) and subscribed before me this _ (Seal)	17 th day of October	.20 <u>/</u> 8	
"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Minole My Commission Expires February 05, 2019 THIS F	FORM IS INVALID WITHOUT NO	Signature of Notary)	



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned MARDON TRUCKING INC. being the buyer, seller, registered owner, legal owner or owner of the following described vehicle:

Manufacturer: **FREIGHTLINER** Model: CASCADIA CA125SLP Model Year: 2014 Type: TITL - Over The Road (CL8) Local Haul VIN or Serial Number: 1FUJGLD52ELFL7610

does hereby irrevocably constitute and appoint Ascentium Capital LLC, its successors and assigns, the undersigned's true and lawful attorney-in-fact, with full power of substitution, to sign in the name place and stead of the undersigned any document and take any action, in either case in any way related to the titling, registration or financing of the above-described vehicle ("Vehicle") as the said Attorney shall in its sole discretion determine, including, without limitation, executing vehicle titles and applications for registration issued by or relating to the Division of Motor Vehicles of the state or other jurisdiction where the Vehicle is titled and/or registered to transfer title to or the registration of the Vehicle. The undersigned hereby ratifies and confirms the actions of the said Attorney taken pursuant to this Power of Attorney.

m

IN WITNESS WHEREOF, the undersigned does hereby set the	e undersigned's hand the	his 17 day of OCTOBEL 2018
	Signed: Printed Name: Title:	DONCO DONEV President
3-21-1973 (Date of birth)		(Urivers license number)
Sworn to (or affirmed) and subscribed before me this 177	day of Octob	er, 2018
"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Blinois My Commission Expires February 05, 2019	Kut O.	(Signature of Notary)

THIS FORM IS INVALID WITHOUT NOTARIZATION



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

I, MARDON TRUCKING INC., hereby name and appoint (Name of Purchaser)

An Agent of <u>Ascentium Capital LLC, Decision Dynamics, Inc. and/or Precision Auto Title Service</u> to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the virtue hereof.

Vehicle Year: 2014

Vehicle Make: FREIGHTLINER

Vehicle Identification Number: 1FUJGLD52ELFL7610

DONCO DONEV (Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

__ day of ____

(Seal)

"OFFICIAL SEAL"
KENT D KELLER
Notary Public - State of Illinois
My Commission Expires February 05, 2019

THIS FORM IS INVALID WITHOUT NOTARIZATION

(Signature of Notary)

VEHICLE OWNER:

OWNER NAME: MARDON TRUCKING INC.

OWNER ADDRESS: 6325 JOLIET RD, COUNTRYSIDE, IL 60525

POWER OF ATTORNEY GRANTED TO:

Full Legal Name: Decision Dynamics, Inc. and its respective employees (Linda Aulds, Joyella Bechtelheimer, Katie Colwell, Phillip Davis, Danielle Hutson, Eugenia Laymon, Sharon Owen, Kristin Patterson, Angie Shumpert, Glenda Smith, Tammy Webster)

Address: 1324 N. Lake Drive, Lexington, SC 29072

VEHICLE INFORMATION

VEHICLE MAKE: FREIGHTLINER BODY TYPE: CASCADIA CA125SLP

MODEL YEAR: 2014

VIN #: 1FUJGLD52ELFL7610

I/We, being the owner(s) of the motor vehicle described above, by these presents do make, constitute, and appoint the person named above true and lawful attorney-in-fact to sign in my/our name, place, and stead any Certificate of Title, or other supporting papers, covering said motor vehicle, in whatever manner necessary to register and/or transfer ownership of said motor vehicle; and I/we do hereby grant unto said attorney-in fact full authority and power to do and perform any and all other acts necessary or incidents to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution. I/We further certify and affirm that, to the best of our knowledge, all information presented in this form is true and correct, that, to the best of our knowledge, any documents I/we have presented to DMV are genuine, and that, to the best of our knowledge, the information included in all supporting documentation is true and accurate.

OWNER SIGNATURE: DONCO D	DATE: 10-17-18
Sworn to (or affirmed) and subscribed before me (Seal)	this 17th day of October, 2018
"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Illinois My Commission Expires February 05, 2019	(Signature of Notary) HIS FORM IS INVALID WITHOUT NOTABIZATION



POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

Manufacturer:

That the undersigned MARDON TRUCKING INC. being the buyer, seller, registered owner, legal owner or owner of the following described vehicle:

FREIGHTLINER

Model:	CASCADIA CA125SLP
Model Year:	2014
Type:	TITL - Over The Road (CL8) Long Haul
VIN or Serial Number:	1FUJGLD53ELFL7616
with full power of substitution, to sign in the to the titling, registration or financing of the limitation, executing vehicle titles and app	expoint <u>Ascentium Capital LLC</u> , its successors and assigns, the undersigned's true and lawful attorney-in-fact a name place and stead of the undersigned any document and take any action, in either case in any way related above-described vehicle ("Vehicle") as the said Attorney shall in its sole discretion determine, including, without dications for registration issued by or relating to the Division of Motor Vehicles of the state or other jurisdiction do to transfer title to or the registration of the Vehicle. The undersigned hereby ratifies and confirms the actions Power of Attorney.

IN WITNESS WHEREOF, the undersigned does hereby set the undersigned's hand this 17 day of Octo 6-cr Signed: **Printed Name:** DONCO DONEV Title: President (Drivers license number)

Sworn to (or affirmed) and subscribed before me this

(Seal)

"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Illinois My Commission Expires February 05, 2019

THIS FORM IS INVALID WITHOUT NOTARIZATION



LIMITED POWER OF ATTORNEY

Ascentium Capital LLC 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

I, MARDON TRUCKING INC., hereby name and appoint (Name of Purchaser)

An Agent of Ascentium Capital LLC, Decision Dynamics, Inc. and/or Precision Auto Title Service to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in fact may lawfully do or cause to be done in the virtue hereof.

Vehicle Year: 2014

Vehicle Make: FREIGHTLINER

Vehicle Identification Number: 1FUJGLD53ELFL7616

DONCO DONEV (Signature of Owner/Registrant/Grantor)

Sworn to (or affirmed) and subscribed before me this

(Signature of Notary)

(Seal)

"OFFICIAL SEAL" KENT D KELLER Notary Public - State of Itinois My Commission Expires February 05, 2019

THIS FORM IS INVALID WITHOUT NOTARIZATION

VEHICLE OWNER:

OWNER NAME: MARDON TRUCKING INC.

OWNER ADDRESS: 6325 JOLIET RD, COUNTRYSIDE, IL 60525

POWER OF ATTORNEY GRANTED TO:

Full Legal Name: Decision Dynamics, Inc. and its respective employees (Linda Aulds, Joyella Bechtelheimer, Katie Colwell, Phillip Davis, Danielle Hutson, Eugenia Laymon, Sharon Owen, Kristin Patterson, Angie Shumpert, Glenda Smith, Tammy Webster)

Address: 1324 N. Lake Drive, Lexington, SC 29072

VEHICLE INFORMATION

VEHICLE MAKE: FREIGHTLINER BODY TYPE: CASCADIA CA125SLP

MODEL YEAR: 2014

VIN #: 1FUJGLD53ELFL7616

I/We, being the owner(s) of the motor vehicle described above, by these presents do make, constitute, and appoint the person named above true and lawful attorney-in-fact to sign in my/our name, place, and stead any Certificate of Title, or other supporting papers, covering said motor vehicle, in whatever manner necessary to register and/or transfer ownership of said motor vehicle; and I/we do hereby grant unto said attorney-in fact full authority and power to do and perform any and all other acts necessary or incidents to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution. I/We further certify and affirm that, to the best of our knowledge, all information presented in this form is true and correct, that, to the best of our knowledge, any documents I/we have presented to DMV are genuine, and that, to the best of our knowledge, the information included in all supporting documentation is true and accurate.

OWNER SIGNATURE:	Tub.	DATE:/0-/7-18
	DONCO DONEV	

Sworn to (or affirmed) and subscribed before me this / 7/ day of October , 20,

"OFFICIAL SEAL"
KENT D KELLER
Notary Public - State of Minols

My Commission Expires February 05, 2019

(Signature of Nota

THIS FORM IS INVALID WITHOUT NOTARIZATION

Re: Agreement Number 2319975

(Seal)



FILED DATE: 10/6/2021 4:32 PM 2021L009892

COMMENCEMENT AGREEMENT

Ascentium Capital LLC 23970 HWY 55 N Kingwood, TX 77339-1535 AscentiumCapital.com

Agreement No. 2319975

Date: October 16, 2018

You, the Customer, and Ascentium Capital LLC ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Commencement Agreement ("CA"). The Equipment is being delivered at various times and the vendor or vendors of the Equipment have to be paid for each item of Equipment at or before its delivery to you. You agree to commence the initial non-cancelable term of the Agreement immediately even though items of Equipment remain to be delivered to and accepted by you from one or more vendors.

NOW THEREFOR, you and we hereby agree as follows:

- 1. The term of the Agreement will commence on the date of this CA, with the interim term commencing on the date set forth above and the initial term commencing as provided in the Agreement. You acknowledge and agree that notwithstanding the fact that not all items of Equipment have been delivered to and accepted by you as of the date set forth above, the terms and conditions of the Agreement, including your obligation to pay all amounts of rent or debt service set forth in the Agreement, shall commence immediately and, except as otherwise specifically set forth in this CA, irrevocably.
- You agree to inspect and accept for purposes of the Agreement all undelivered items of Equipment immediately upon their delivery to you. If, when delivered, an
 item of Equipment is damaged or non-conforming, you agree to cause the vendor in question to repair and/or replace any such item of Equipment and you agree to
 immediately accept any conforming replacement and/or repaired Equipment for all purposes under the Agreement while continuing to meet all of your payment and
 other obligations under the Agreement.
- 3. All amounts anticipated to be disbursed by us on your behalf that have not been disbursed as of the date of this CA will be deemed disbursed by us into a separate holding account for your benefit ("Account"), the contents of which shall be debited by the amount of each subsequent disbursement to vendor(s) as contemplated by this CA. To secure your obligations to us under the Agreement and this CA, you hereby grant to us a security interest in the contents of the Account and any proceeds.
- 4. The Agreement contemplates a pro-rata adjustment to the payments owed by you under the Agreement in the event the purchase price of the Equipment and other amounts, if any, paid by us on your behalf are higher or lower than those on which the payments set forth in the Agreement are based. Following the delivery and acceptance of all items of Equipment set forth in the Agreement, we shall make any necessary adjustments to the payments as contemplated by the Agreement. You agree that we will have no liability to you in the event we determine to terminate the funding of any vendor because we have determined, in our sole discretion, that there has been a material adverse change in your creditworthiness from that on which we based our approval of the Agreement. In any circumstance contemplated by the preceding sentence, we will continue the Agreement with the Equipment accepted by you and funded by us as of the date we determine to terminate funding the Agreement and we will reduce the amount of each payment of rent or debt service you owe under the Agreement proportionally, taking into account the higher payments made by you up to the date of that determination and any balance in the Account shall revert to us.
- 5. This CA sets forth the entire agreement of the parties with respect to its subject matter and it may only be amended by a written instrument executed by you and us. In the event of a conflict between this CA and the terms of the Agreement, the terms of this CA shall govern and control, provided however, except as explicitly set forth in Section 4 above, nothing set forth in this CA shall be deemed to affect your obligation to pay and perform all of your obligations as set forth in the Agreement without setoff, abatement or counterclaim. This CA shall terminate and be of no further force and effect following your acceptance and our funding of the last item of Equipment being financed under the Agreement. This CA will be governed by and construed in accordance with the laws of the jurisdiction governing the Agreement.

You agree that a facsimile or other copy of this CA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

CUSTOMER:	MARDON TRUCKING INC.	SECURED PARTY:	Astentium Capital LC
Signature:	8 Out	By:	They are something
Printed Name:	DONCO DONEV,	Printed Name:	Bryan Wheeler.
Title:	President	Title:	Senior Vice President
			Senio. Will missilen



AMENDMENT AND MODIFICATION OF PAYMENT TERMS Agreement No. 2319975

This AMENDMENT AND MODIFICATION OF PAYMENT TERMS ("Modification"), between Ascentium Capital LLC, having offices located at 23970 U.S. Highway 59 North, Kingwood, TX 77339 ("Creditor"), and Mardon Trucking Inc., having offices located at 6325 JOLIET RD STE 200, COUNTRYSIDE, IL 605253991 ("Debtor").

WHEREAS, the Creditor and Debtor are parties to a certain Agreement ("Agreement") as referenced above; and WHEREAS, the Agreement provided for, among other things, terms of payment for the equipment which was the subject of the

WHEREAS, the parties desire to amend the terms of payment under the Agreement, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, the parties agree as follows:

- 1. Amendment of Payment Terms. The payment terms in the Agreement are hereby amended as set forth herein (sales and/or other taxes shall be added to each payment if applicable):
 - Beginning 4/10/20, 3 payments of \$19.00
 - Beginning 7/10/20, 30 payments of \$2,347.89, due on or before the due date each month;
- Effect of Amendment. Except as specifically modified herein, all of the terms, provisions and conditions of the 2. Agreement remain and continue in full force and effect. In the event that this Modification is not strictly adhered to, Creditor reserves the right to revoke this Modification, in which event all payments under the Agreement will be due as originally scheduled. You agree that a facsimile copy of this Modification as executed by you shall be deemed the equivalent of an originally executed copy for all purposes.

IN WITNESS WHEREOF, the parties have set their hands hereto the day and year first above-written.

Debtor Name:	Mardon Trucking Inc.	Accepted By:	Ascentium Capital LLC
By: ⊠	OTED	Ву:	FR
Printed Name:	Donco Denev	Printed Name:	Dan Bocash
Title:	PRESIDENT	Title:	SVP-Client Relations

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EXHIBIT F



BILL OF SALE

Date	Invoice #		
10/15/18	15102018NB		

Silver Leasing Inc.

725 SPRING STREET ELIZABETH, NJ 07201 Tel. +1 347-492-4340 FAX +1 347-492-4339

Bill To

Mardon Trucking, inc. 6325 Joliet rd Countryside, IL 60525 WIRE TRANSFER INSTRUCTIONS: TO BANK

> SWIFT: 1833 ABA: 3673 Account: 19977

Item Code	Description	Price Each	Quantity	Amount
2014 Freightliner Cascadia	VIN 1FUJGLD53ELFL7616 705K FOB MN	32,000.00	1	32,000.00
2014 Freightliner Cascadia	VIN 1FUJGLD52ELFL7610 722K FOB AL	32,000.00	1	32,000.00
2014 Freightliner Cascadia	VIN 1FUJGLD52ELFL7669 7.55K FOB AL	32,000.00	1	32,000.00
Paperwork	Documentation, bank, office fees, mail	195.00	1	195.00
Deposit	Request \$1K x 3 = \$3K			
	2014 Freightliner Cascadia sleeper, Detroit DD15 455HP, 10 spd manual Double bunk			

Total

\$96,195.00

The Purchaser hereby agrees to purchase and accept the above mentioned truck(s) or trailer(s) in their present "as is" condition. The seller makes no warranty of merchantability in respect to the truck(s) or trailer(s) sold hereunder, in addition, the seller makes no warranty that the truck(s) sold hereunder are fit for any particular purpose. Purchaser affirmatively represents that the vehicle(s) described herein is being purchased without any express or implied warranties, whether oral or written, by any employee, agent or representative of seller, as to the accuracy of the odometer reading. This sale is final, and there will be no returns for any reason whatsoever.

After careful inspection and demonstration, deposit will be refunded within 1 (one) business day, unless the equipment does not match the description on the invoice. If this sale is not completed in 7 (seven) days, the vehicle will be resold and the deposit will be forfeited as liquidated damages. This writing is intended by the parties as a final expression of the agreement for sale of the above-mentioned truck(s) or trailet(s), and as a complete. Additional cost for any break downs happen during logistics services will be applied to customer invoice.

By sending a wire transfer I agree to the terms and conditions above.

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EXHIBIT G

MODEL

VEHICLE IDENTIFICATION NO. 1FWGLD52ELFL7669

YEAR 2014

MAKE FREIGHTLINER CASCADIA 125

BODY STYLE TRUCK

TITLE NO. 18325697524

1FUJGLD52ELFL7669

DATE ISSUED 11/21/18

FILED DATE: 10/6/2021 4:32 PM

ODOMETER

CCM

MOBILE HOME SQ. #1:

PURCHASED 10/15/18 USED

TYPE TITLE ORIGINAL

LEGEND(S)

MAILING ADDRESS

MILEAGE NOT REQUIRED

ASCENTIUM CAPITAL LLC 23970 HIGHWAY 59 N KINGWOOD TX 77339-1535

OWNER(S) NAME AND ADDRESS MARDON TRUCKING INC 6325 JOLIET RD STE 200 COUNTRYSIDE IL 60525

FIRST LIENHOLDER NAME AND ADDRESS

ASCENTIUM CAPITAL LLC 23970 HIGHWAY 59 N KINGWOOD TX 77339-1535

SECOND LIENHOLDER NAME AND ADDRESS



2319975

The Limbeldet Of	RELEASE OF LIEN the vehicle described in this Certificate does hereby state that the lien is re	eleased and discharged.
Firm Name	By Signature of Authorized Agent By Signature of Authorized Agent	Debte
Film Mane.	be on an application for title and presented to the Secretary of State. Address:	
THE ASSIGNMENT: The information below must	be on an application for the area. Address:	
Secured Party:		TO A LICENSE TO SECURITION
BCG100 / CO		dies a false statement may result in fines and/or imp
	has been with the transfer of ownership. Failure to complete or pr	oviding a raise described
Federal and State law requires that you state the	e mileage in cohnection with the transfer of ownership. Failure to complete or proceed in this title has been transferred to the following printed name and add	dress:
- dealered borshy cartifies that the vehicle desc	Moso til ang delle	
The undereigned hereby certifies that the vehicle deed	the sable unless one of the following st	atements is checked:
i certify to the best of my knowledge that the adomete	reading is the actual mileage of the vehicle unless one of the following start of the mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.	atements is checked: "If this vehicle is one of more than 5 comm vehicles owned by me, I cardly also that the veils not damaged in excess of 33 1/3% of its market value unless this document is accomply a salvage application."
certify to the best of my knowledge that the odomete NO TENTHS	r reading is the actual mileage of the vehicle unless one of the mechanical timits. 1. The mileage stated is in excess of its mechanical timits. 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.	"If this vehicle is one of more than 5 common vehicles owned by me, I cartify also that the voice not damaged in excess of 33 1/3% of its market value unless this document is accomply a salvage application."
certify to the best of my knowledge that the adolests NO TENTHS	reading is the actual mileage of the vehicle unless one of the nontring. 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.	"If this vehicle is one of more than 5 comm vehicles owned by me, I certify also that the vi- le not damaged in excess of 33 1/3% of it majort value unless this document is accomp



I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF NTROL NO.

THE STATE OF ILLINOIS AT SPRINGFIELD CONTROL NO.

R0718297



Desse White

JESSE WHITE, Secretary of State

Case 21-07185 Doc 28 Filed 12/15/21 Entered 12/15/21 13:25:26 Desc Main Page 52coff 52r providing a false statement may result in fines and/or imprisonment Document noted, and has been transferred to the following printed name and address: 2021L099897 REASSIGNMENT DEALER ONLY Nerrie of Purchaser I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is obscised: The mileage stated is in excess of its mechanical limits.
 The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. COOMETER READING Date of Dealer's Name Agent's Signature is a swars of the above odometer certification made by the seller/agent. Printed Name (samo as signatura) SECREB BEASSIGNATION DEALER ONLY Signature of Buyer/Agent The undersigned hereby septifies that the vehicle described to this title is tree and clear of all tiens, except as noted, and has been transferred to the following printed name and address: Printed Name (same as signature) Name of Purchaser I certify to the best of my knowledge that the adometer reading is the actual mileage of the vehicle unless one of the following statements is checked: 1. The initeage stated is in excess of its mechanical limits. ODOMETER READING 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. Liesier's Name Apent's Signature I am aware of the above odometer certification made by the seller/agent. Printed Name (same as signature) Signature of Buyer/Agent The undersigned hereby cardias that the vehicle described in this title is tree and clear of all lians, except as noted, and has been transferred to the following printed pante and address Printed Name (same as signature) Name of Purchaser DEALER ONLY I cartify to the best of any knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: State Zlp 1. The mileage stated is in excess of its mechanical limits. ODOMETER READING 2. The odometer reading is not the actual mileage, WARNING - ODOMETER DISCREPANCY Dealer Dealer's Name Agent's Signature I am aware of the above odometer certification made by the seller/agent. Printed Name (same as signature) Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this title is free and clear of all liefle, except as noted, and has been transferred to the following printed name and address: Printed Name (same as signature) Name of Purchaser I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: The mileage stated is in excess of its mechanical limits ODOMETER READING 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCHEPANCY. Dealer's Name Agent's Signature I spe aware of the above odometer certification made by the selfet/agent. Printed Name (same as signature Signature of Buyer/Agent The undereigned hereby contribes that the vehicle described in this title is tree and clear of all liens, except as noted, and has been transferred to the following privided name and address: Printed Name (same as signature) Name of Purc' I certify to Street dge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is chacked: Zho 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY Dealer's Name Printed Name (same as signature)